

**LITTLE LEAGUE  
NON-EXCLUSIVE LICENSE AGREEMENT**

**THIS LITTLE LEAGUE NON-EXCLUSIVE LICENSE AGREEMENT** ("License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014 between the **City of North Miami**, Florida, a Florida municipal corporation, located at 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 ("City") and **North Miami Little League, Inc.**, a Florida not-for-profit corporation, with a principal address of 1255 N.W. 135<sup>th</sup> Street, North Miami, FL 33168 ("Licensee"). The City and Licensee shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

The undersigned Parties agree as follows:

1. City grants to the Licensee a non-exclusive license ("License") to use the City's concession stand area located on the first floor of the Claude Pepper Park ("Park") multi-purpose building at 1355 N.W. 135<sup>th</sup> Street, North Miami, FL, consisting of approximately two hundred and thirty-eight (238) square feet of floor space, with approximately twenty-five (25) square feet of floor space of the adjacent storage room, which is accessible from within the concession stand, but not including the restrooms, electrical room and maintenance storage room (collectively referred to herein as the, "Licensed Area").
2. This License Agreement shall supersede and replace any other license agreements previously entered into by the Parties.
3. The term of the License shall be a period of seven (7) months commencing on February 1, 2014, and expiring on July 31, 2014 ("License Term"). The License shall automatically terminate upon the completion of the License Term, unless otherwise terminated earlier by the City, with or without cause.
4. Licensee recognizes that prior to March 1, 2014, or prior to the commencement of the baseball season, the Licensee must submit to the City Parks and Recreation Manager ("Parks Manager"), the following items:
  - 4.1 Licensee's General Liability Insurance coverage with the City named as additional insured;
  - 4.2 A current, updated financial statement with supporting documentation;
  - 4.3 Copies of all licenses and/or permits from state, county and local government agencies required in the provision of a youth baseball program, and for serving food and beverages at the concession stand, within the Licensed Area;
  - 4.4 A License fee in the amount of One Dollar (\$1.00) for use of the Licensed Area, throughout the License Term;
  - 4.5 A list of all individuals who will have keys to the Licensed Area and a contact list to

be used in the event of emergencies; and

4.6 After the first week of scheduled games, Licensee shall submit rosters documenting the number of resident and non-resident registrations.

5. Licensee shall not in any manner assign, or transfer, or otherwise encumber its interests afforded under this License Agreement.

6. Licensee accepts the Licensed Area in "as is" condition, with any and all defects, latent and patent, if any, as existing at the date of execution of this License Agreement, and agrees, at Licensee's sole cost and expense to maintain Licensed Area in the same or better condition, order and repair as existing at the commencement of this License. Licensee must return the Licensed Area neat and clean, and in the same or better condition at the termination of this License Agreement.

7. The Licensee shall operate and maintain the Licensed Area in a proper manner so as to not allow it to become a nuisance, annoyance, inconvenience, or to become a detriment to the public's health, welfare and safety.

8. There shall be no frying of food permitted under this License Agreement, including in the concession area. No cooking shall be allowed after 8:30 p.m., and the concession stand shall close by 9:00 p.m.

9. Licensee will have the use of the concession stand only for the purpose of selling food and non-alcoholic beverages to raise funds to support its baseball program. The sale of alcoholic beverages is strictly prohibited.

10. Licensee shall be responsible for using and operating the Licensed Area in compliance with the State of Florida and Miami-Dade County Public Health Department, meeting all the requirements for the sale of food and non-alcoholic beverages to the public.

11. Licensee must post prices for food and beverages in full view of the public.

12. Food and beverages must be dispensed in paper or plastic containers or wrappers. The Licensee shall be responsible for the collection of all litter and debris resulting from the concession operation and placement of such litter and debris in the appropriate receptacles. This includes any litter within a fifty (50) feet radius of the concession stand, including along the sidelines and bleachers.

13. The Licensed Area shall be staffed by the Licensee with responsible adults.

14. The City reserves the right to require that the concession stand be open by Licensee for special events and programs at the Park. The City shall, at its sole discretion, decide which other entity will have the right to operate the concession stand, in the event the Licensee is not using the Licensed Area.

15. At no time shall City employees be allowed to work in the Licensed Area on behalf of the

Licensee.

16. All concession supplies must be delivered to the concession stand between the hours of 1:00 p.m. and 5:00 p.m., Monday through Friday or during other times approved by the City Department of Parks and Recreation Specialist that oversees the operation of the Park ("Recreation Specialist"). It shall be the responsibility of the Licensee to have a representative present to meet vendor and supplier deliveries. Under no circumstances is City staff to open the building premises for vendors and/or suppliers of Licensee.

17. The City shall provide sufficient electrical power and water for use and operation of the concession stand within the safe operation limits of existing plumbing and electrical systems.

18. The Licensee shall provide the City with at least one copy of all keys used by the Licensee in the operation of the Licensed Area. The Licensee shall be responsible for all costs associated with the restoration of locks, keys, and other security mechanisms resulting from the loss of City keys by the Licensee.

19. The Recreation Specialist has sole authority and responsibility over the function of the Licensee on the Licensed Area, including the use of umpires, and the scheduling or the cancellation of games. The Recreation Specialist makes this decision considering a variety of factors involving the total operation of the Park and availability of employees. Lights shall be turned off no later than 9:15 p.m.

20. Schedules for the league shall be due and submitted to the Recreation Specialist by the Licensee seven (7) days prior to opening ceremonies. Any schedule changes must be submitted to the Recreation Specialist at least forty eight (48) hours in advance. Licensee shall not schedule the use of the field while City programs are in progress.

21. Licensee shall submit a league roster by the third week of March. The roster must contain the following minimum information: 1) the participant's name and age; 2) the parent or guardian's name; 3) address; 4) resident or non-resident designation; and, 5) contact telephone numbers.

22. The City shall not assume any liability for crowd control during practice or games. Control of the coaches, umpires, players and fans shall be the primary responsibility of the Licensee.

23. Licensee shall instruct coaches and referees to report any and all accidents and/or incidents to the Recreation Specialist or other Park staff on duty.

24. Licensee shall assume responsibility of ensuring that Sections 1 through 3 of City Resolution No. 2201-63, are adhered to by the Licensee, its members, participants, agents, coaches, and team parents.

Section 1. That all youth sports coaches and administrators, who utilize the City of North Miami facilities, become a trained certified member of the National Alliance of Youth Sports and that the City of North Miami Parks and Recreation will implement and administer

the National Standards of Youth Sports and all sports programs using city facilities.

Section 2. That the City of North Miami Parks and Recreation Staff certified clinicians serve as instructors for the youth sports coaches and administrators, who are to become certified members of the National Youth Sports Coaches Association and National Youth Sports Administrators Association, and that the City of North Miami implement the Parents Association for Youth Sports for all organizations using city facilities to motivate youth league parents to create the ultimate youth sports environment.

Section 3. That all City of North Miami Parks and Recreation staff and all administrators and coaches of organizations using city facilities be subject to background investigations.

25. All coaches, umpires and Licensee officials must complete a Level II Background Screening, in accordance with Section 397.451, Florida Statutes, as amended from time to time.

25.1 Licensee agrees to submit to the Parks manager original documents satisfying Level II Background investigation for all coaches and board members prior to the start of the season.

26. Licensee agrees to submit an annual certified financial statement and bank statements on a monthly basis, with a copy of board meeting minutes no later than three (3) days following each meeting. A financial report of the receipts derived from the operation of the concession stand will be submitted at the close of the License Term. Licensee shall direct all of its communication, requests and reports to the Parks Manager or his designee.

27. Licensee shall, at all relevant times, offer baseball games at the Park.

28. Licensee shall direct all of its communication, requests and reports to the Parks Manager. The Licensee shall not produce any publications or announcements pertaining to the baseball program without first receiving approval from the City. The City's name or trademark logo shall not be used for any advertisement to promote Licensee programs, other than the baseball program held at the Licensed Area.

29. The Parks Manager will review and approve Licensee Board meeting minutes. The Parks Manager shall have the sole authority to veto or overturn any decisions made by the Licensee Board pertaining to the use of the Licensed Area, if the Parks Manager believes that such Board decision is not in the City's best interest.

30. Licensee shall be responsible for seeing that coaches and players shall not utilize fences as "hit down areas" as this activity damages the fence.

31. Licensee shall make no changes, alterations, or improvements to the electrical service,

plumbing systems, mechanical equipment, floors, walls, ceiling, counters or doors within the Licensed Area, storage areas or other areas used by the Licensee without prior written approval of the City.

32. The City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring and painting of walls and ceilings when necessary, as determined by the City. The Licensee must provide reasonable advance notice when requesting routine maintenance items to be done by the City.

33. No additional electrical equipment may be added which would increase the total electrical service load at the facility, without City approval.

34. Licensee shall request routine maintenance through the on-site Recreation Specialist who will prepare the appropriate work order requests. Daytime emergencies should be called in to the Parks Manager. Any equipment brought onto the Licensed Area by the Licensee, shall be the sole responsibility of the Licensee.

35. Nothing in this License Agreement shall impair any existing utility easement or impair the right of access to any existing or necessary utility lines, and such rights are specifically reserved to the City. Further, the City reserves the right to grant other non-exclusive easements, licenses and rights-of-way to others, over, under, through, across or upon the Licensed Area. Where approval or consent of City is required under this License Agreement, such consent or approval shall be deemed to refer to City's consent or approval as licensor and such consent or approval shall be contractual in nature and shall not be in lieu of any required governmental approval of the City. The City Manager or his designee shall act for the City in matters relating to renewals, contractual approvals and notices regarding this License Agreement.

36. Rights not specifically granted to the Licensee under this License Agreement are reserved to the City.

37. The terms, conditions and covenants of this License Agreement shall inure to the benefit of, and be binding upon, the Parties, their successors and assigns.

38. All notices, demands, correspondence and communications between the City and the Licensee shall be deemed sufficiently given under the terms of this License Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Little League:	North Miami Little League, Inc. Attention: Glenn Q. George Jr., President 2601 N.W. 111 <sup>th</sup> Street Miami, FL 33167
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City:	City of North Miami Attention: City Manager 776 N.E. 125 <sup>th</sup> Street
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North Miami, FL 33161

With a copy to: City of North Miami  
Attention: City Attorney  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

City of North Miami  
Attention: Parks and Recreation Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

39. Compliance with Jessica Lunsford Act. In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2013) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Licensee agrees that all of its employees who provide or may provide program services under this License Agreement have completed all background screening requirements as outlined in the above-referenced statutes. The Licensee agrees to bear any and all costs associated with acquiring the required background screenings.

39.1 Licensee agrees to provide the City with a list of all of its employees who completed background screening, as required by the above-referenced statutes and meet the statutory requirements contained therein. The Licensee agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Licensee further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

39.2 The Parties further agree that failure by the City to perform any of the duties described in this Section shall constitute a material breach of this License Agreement entitling the City to immediately pursue such remedies at law or in equity as to which the City may be entitled under the laws of the State of Florida.

40. Licensee agrees to defend, indemnify and hold the City, its agent and employees harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from City by reason of any damage to property or bodily injury, including death, sustained by any person whomsoever, and which claim, demand, suit, loss, cost, expense or damage arises out of or is incident to or in any way connected with the Licensee's performance of this License Agreement, the condition of the licensed area, the Licensee's acts or omissions, or the Licensee's operations hereunder. The Licensee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily agrees in recognition of the valuable consideration provided by City under this License Agreement.

41. Licensee agrees to carry liability insurance coverage applicable to the above described property under the Licensee's General Comprehensive liability insurance, with an insurance company authorized to transact business in Florida, acceptable to City's Risk Management

Department, with the policy showing the "City of North Miami, a Florida municipal corporation and its officers and employees" as an additional insured, as evidenced by a Certificate of Insurance, a signed copy of which shall be transmitted to the City prior to the Licensee utilizing the license area and throughout the term of this license. The amount of insurance coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for property damage and bodily injury, including death, unless approved by the City.

41.1 The insurance shall support the Licensee's agreement of indemnity and shall so state on the Certificate of Insurance. Further, said Certificate of Insurance shall provide for thirty (30) days written notice to City prior to any material change or cancellation of coverage. The liability insurance must be acceptable to and approved by City's Risk Management Department as to form and types of coverage. Compliance with the foregoing insurance requirements shall not relieve the Licensee of its liability under any other provision of this License Agreement.

42. Limitation of Liability. The City desires to enter into this License Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the License Agreement, so that its liability never exceed the agree sum of One Hundred Dollars (\$100.00). The Licensee expresses its willingness to enter into this License Agreement with the Licensee's recover from the City for any action or claim arising from this License Agreement to be limited to One Hundred Dollars (\$100.00).

42.1 Accordingly, and notwithstanding any other term or condition of this License Agreement, the Licensee agrees that the City shall not be liable to the Licensee for damages in an amount in excess of One Hundred Dollars (\$100.00), for any action or claim of the Licensee or any third party arising out of this License Agreement. Nothing contained in this paragraph or elsewhere in this License Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waiver sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

43. In the event of any dispute arising under or related to this License Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this License Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

44. The City or Licensee may terminate this License Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Party.

45. Upon termination of this License Agreement, Licensee shall surrender the Licensed Area to the City in a good, clean and neat condition.

46. This License Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same License Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this License Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: Andrew J. Wilcox

Print Name: Andrew J. Wilcox

Title: Vice-President

Date: 3/12/2014

North Miami Little League, Inc., a Florida not-for-profit corporation:

**"Licensee"**

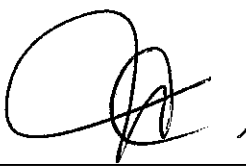
By: Glenn George

Print Name: Glenn George

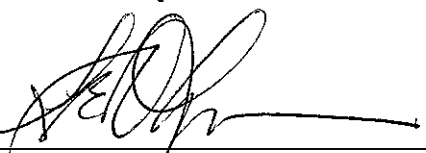
Title: PRESIDENT

Date: 3/12/14

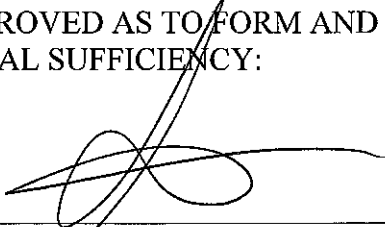
ATTEST:

By:   
Michael A. Etienne  
City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By:   
Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Regine M. Monestime  
City Attorney